Snap Rentals Terms and Conditions

All tariffs are in New Zealand Dollars (NZD) and are inclusive of New Zealand Goods and Services Tax

1. General

1.1. Only the people listed on as authorised drivers will drive the vehicle.

1.2. Everyone driving the vehicle must present a valid driving licence that is required for the class of vehicle being hired. Snap Rentals accepts the following forms of driver licences, which must be presented physically in person:

1.2.1. New Zealand Full or Restricted driving licence;

1.2.2. An overseas licence in English;

1.2.3. An overseas licence alongside an English translation;

1.2.4. Digital driver licenses presented via an approved government-issued mobile application, e.g. NSW digital licence viewed on the Service NSW mobile application

If there is any uncertainty about the authenticity or validity of a digital licence, Snap Rentals reserves the right to refuse the rental unless a valid physical driver license is provided.

1.3. No minimum or maximum age restriction applies.

1.4. Snap Rentals has the right to request two recent (within 3 months) forms of address from the hirer before allowing a vehicle to be rented to the hirer.

1.5. Daily hire charges are calculated on a per twenty-four-hour day basis.

2. **Disputes**

2.1. If you believe you have been incorrectly charged or you have any other complaint about your experience, you must inform us in writing within 20 working days.

2.2. Where your booking has been made through a third-party agency, we are not responsible for refund requests related to your booking. The hirer must contact the third-party agency the booking was made through directly.

2.3. We will aim to resolve all complaints amicably and in good faith and try to settle all disputes within 14 days.

3. Your Obligations

Payment

3.1. You will pay the amount specified on your Rental Agreement to us

3.2. You may also be liable for any relevant additional charges for:

3.2.1. Fuel;

3.2.2. Returning the vehicle later than the agreed time;

3.2.3. Damage to or repair of the vehicle, and enforcement charges related to this;

3.2.4. Traffic fines, infringement fees, and any administration cost we have to pay in relation to this; and/or

3.2.5. Toll charges.

3.3. At the start of the hire, you must provide us with your credit/debit card details. The credit/debit card must be in the name of the main hirer (i.e. the embossed text must state the main hirer's name). We reserve the right to refuse a hire if the main driver does not have a credit/debit card in their name. At our discretion, we may accept a credit/debit card that does not have the main hirer's name embossed where the hirer is able to prove that the card is in their name (for example, through your online banking records). We may put a hold on your credit card or debit card up to the total value of the hire. If any loss occurs, we will charge the loss based on the actual costs to your credit card or debit card.

3.4. There is no deposit required to secure your booking with us. Full payment is taken on the day the rental period commences. For after-hours collections, payment is taken on the working day prior to rental commencement. If the hirer cancels the booking prior to collection, then the cancellation policy will apply.

3.5. Our preferred payment methods are by credit card or cash, which must be in NZD. When paying by credit card, a 2.5%

surcharge applies for all Visa or MasterCard transactions and a 5% surcharge applies for any American Express transactions.

How to use the vehicle

3.6. You must never:

3.6.1. Use or let anyone else use the vehicle to transport passengers for hire or reward unless you let us know in writing, and you are appropriately licensed under Part 4A of the Land Transport Act 1998 ("the Act");

3.6.2. Sublet or hire the vehicle to anyone else 3.7.1.2 Allow the vehicle to be used outside of our authority;

3.6.3. Drive or let anyone else drive the vehicle in breach of sections 56, 57, 57AA, 57A or 58 of the Act;

3.6.4. Drive or let anyone else drive the vehicle in any race, speed test, rally or contest;

3.6.5. Use the vehicle or let anyone else use the vehicle in breach of the Act, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011, or any other Act, regulation, rule or bylaw about road traffic;

3.6.6. Use the vehicle or let anyone else use the vehicle to transport more passengers or goods than set in the certificate of loading and/or RUC certificate (whichever sets less);

3.6.7. Drive the vehicle or let anyone else drive the vehicle on any beach, driveway, or surface likely to damage to vehicle; or

3.6.8. Carry pets or animals inside the vehicle unless they are approved service animals.

3.7. It is your responsibility to ensure that:

3.7.1. You take reasonable care when driving and parking the vehicle;

3.7.2. You maintain the water in the vehicle's radiator and battery at the proper level;

3.7.3. You maintain the oil in the vehicle at the proper level;

3.7.4. You maintain the tyres at the proper pressure;

3.7.5. The vehicle is secure and locked whenever it is not being used;

3.7.6. Nobody interferes with the distance recorder or speedometer;

3.7.7. Nobody interferes with any part of the engine, transmission, braking or suspension systems;

3.7.8. If a warning light appears, or you believe the vehicle needs mechanical attention, you stop driving and contact us at once; and

3.7.9. You keep a copy or have access to a digital copy of the Rental Agreement in the vehicle during the hire.

Accidents

3.7.10. Regardless of who is at fault, if the vehicle is involved in an accident, is damaged, breaks down or needs repair or salvage, you must notify us at once.

3.7.11. You must not arrange or carry out any repairs or salvage without our approval unless this is necessary to prevent further damage to the vehicle or other property.

3.7.12. Subject to there being no breaches of the Terms and Conditions, if the vehicle is required to be towed due to a mechanical fault, you will not be responsible for the cost of the recovery tow. If the vehicle is required to be towed for any other reason, you will not be responsible for the cost of the recovery tow if you have chosen "Simply Better Cover". However, you will be responsible for this towing cost if you have chosen Basic or Limited cover. If we have agreed to provide a replacement vehicle under any situation, you are responsible for the towing cost to deliver this vehicle to you.

Returning the vehicle

3.7.13. You must return the vehicle before or at the end of the hire period to the address set out on page 1 of the rental agreement.

3.7.14. Snap Rentals will not be responsible for any property found in or on the vehicle after the vehicles return.

3.7.15. If the vehicle is not returned by the scheduled drop-off time as stated on the Rental Agreement, any excess reduction options you have chosen will no longer be valid, and you will be liable for the full extent of any damages to our vehicle or third-party property after the scheduled drop-off time.

4. Our Responsibilities

4.1. We will make sure the vehicle is in a safe and roadworthy condition and displays a valid and current Certificate of Fitness.

4.2. If the vehicle needs repair or replacement, we will discuss your options with you to minimise your inconvenience.

5. Cancelling this Agreement

5.1. Our cancellation fees are as follows:

5.1.1. Cancelled at least 3 days before pick up, no further charges apply.

5.1.2. Cancelled 1 – 3 days prior to pick up, 50% of the rental (including accessories and insurance) is payable to Snap Rentals and/or the booking agent.

5.1.3. Cancelled on the day or no show, 100% of the rental (including accessories and insurance) is payable to Snap Rentals and/or the booking agent.

5.1.4. Cancelled during the hire so long as 24 hours' notice is given. In this case, you must still pay the normal fee applicable for the hire. If you have already paid the full amount, we may, at our discretion and previous approval, refund you for the outstanding days.

5.1.5. If the booking is to be cancelled due to travel disruptions, standard cancellation policy will apply.

5.1.6. If you arrive to collect the vehicle and are unable to present a valid driver license and/or a valid credit/debit card in the name of the main driver, your booking will be cancelled and no refund will be issued.

5.2. If the vehicle you booked is unavailable, we will upgrade you to the next best option. If no upgrade is available, we will still give you a vehicle and refund you the difference in value or give you the option to cancel. If no vehicle is available at all, we will recommend an alternative rental supplier.

5.3. Any extra items booked as part of your hire with us are subject to availability. If you have paid in advance and we are unable to provide the extra item you have booked, we will provide you a refund for the extra item amount.

Dangerous Driving

5.4. If we reasonably believe that your driving will likely cause danger to yourself or anyone else, we may:

5.4.1. cancel this agreement at once by giving you either verbal or written notice, and

5.4.2. elect to discuss circumstances of your cancellation with other rental companies to promote safe driving in New Zealand.

5.5. If we cancel the agreement because of this, you must return the vehicle to the address set out on page 1 of the Rental Agreement as soon as possible.

5.6. We may at our discretion cancel this agreement if you breach any of the obligations or conditions outlined in this agreement. If so, no refund will be given.

6. Privacy

6.1. We will collect, hold and use your personal information for purposes related to the hire of the vehicle. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle.

6.2. You retain rights of access to, and correction of, your personal information.

6.3. Specific vehicles in our fleet collect data on a per journey travelled basis. We have the right to retain such information, and have the right to use said information at our own discretion.

7. Liability

You are liable for any:

7.1. loss or damage to the vehicle and its accessories,

7.2. consequential loss, damage or costs we have to pay, including salvage costs,

7.3. loss or damage to vehicles and property of third parties arising during the hire, that is caused by you or anyone driving the vehicle, and

7.4. collection costs that may occur if you fail to pay any amount owed to us, and the debt has to be referred to a debt collection agent.

8. Insurance

Our Policy

8.1. Our fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in New Zealand under the Insurance (Prudential Supervision) Act 2010.

8.2. Our Policy covers the vehicle for up to its market value in the event of loss or damage. Our Policy also provides cover up to $10,000,000 for loss or damage to third-party vehicles or property arising from an incident that occurs during the hire and is caused by you or any authorised additional driver.

8.3. You can make your own insurance arrangements if we are satisfied that the other insurance is comparable to the cover under the Policy. You will not be covered under our Policy if you make your own arrangements.

What We Offer – Excess/Liability Reduction

8.4. Snap offers cover packages to limit your liability (excess) for accidental damage or loss during the hire period. Please note that these cover packages do not constitute insurance services, nor do they give the hirer access to make claims or manage our Policy. Snap manages, and reserves the right to make claims under our Policy. For this reason, in the event of any damage, you must contact us immediately and deal only with us, not with any third parties or insurers.

8.5. The hirer may select one of the following cover packages at the time of booking / vehicle pickup, noting the exclusions that apply in clause 8.9:

8.5.1. Simply Better Cover

Maximum Liability (excess):	$Nil
Security Bond Required:	$Nil
Cost to reduce Liability:	$34.00 per day (maximum charge: 50 days = $1,700)

Additional Benefits:

Windscreen and Tyre Cover, Premium Roadside Assistance (see clause 9.2), Lost key replacement, Towing Recovery Cover (see clause 8.13)

8.5.2. Basic Cover

Maximum Liability (excess):	$500
Security Bond Required:	$500

Cost to reduce Liability: $29.00 per day (maximum charge: 50 days = $500)

8.5.3. Limited Cover

Maximum Liability (excess): $3,000
Security Bond Required: $2,000
Cost to reduce Liability: $Nil

8.5.4. Restricted / P Plate Licenses Cover (Mandatory for Hirer's holding Restricted / P Plate Licenses)

Maximum Liability (excess): $Nil
Security Bond Required: $Nil
Cost to reduce Liability: $39.00 per day (maximum charge: 50 days = $1,950)
Additional Benefits:
Windscreen and Tyre Cover, Premium Roadside Assistance (see clause 9.2), Lost key replacement, Towing Recovery Cover (see clause 8.13)

Security Bonds

8.6. Where the selected cover package requires a security bond as outlined in clause 8.5, the security bond will be a pre authorisation hold on your credit or debit card to be taken at the start of the hire. This means that it is not charged to your card, but instead the funds are temporarily held, giving Snap Rentals the authority to deduct funds in accordance with these terms and conditions if necessary. If no loss, damage, incident, speeding fine, toll charge or parking ticket is incurred during the hire, the bond will be automatically released within 5 working days after the rental is completed. If we need to capture the bond and excess amount, these transactions will be subject to a merchant fee as per Clause 3.5. We do not accept cash bonds

8.7. If the vehicle is damaged in any way or if the vehicle is involved in an incident which damages third-party property, the full security bond amount will be captured from your credit/debit card immediately. The liability for damage to the vehicle is applicable to the hirer regardless of who is at fault

8.8. Where a security bond amount has been captured, costs to repair damages will be obtained and a refund may be processed in line with the below:

8.8.1. If the hirer is at fault, and the cost to repair the damages is greater than the security bond amount - no refund will be applicable. Snap reserves the right to charge the full damage repair costs where these terms have been breached;

8.8.2. If the hirer is at fault, and the cost to repair the damages is less than the security bond amount - the hirer will be entitled to a refund of the residual of the security bond amount less the cost to repair the damages;

8.8.3. If a third party is at fault, no refund will be applicable regardless of damage amount. In the unlikely event the damage repair cost and your excess amount is recovered from the third party, Snap will refund the security bond in full. Snap makes no warranties regarding our efforts or commitment to recovering funds from the third party

Exclusions – What Is Not Covered

8.9. Authorised Drivers will not have limited liability for any loss or damages outlined in clause 7 and 8 arising from:

8.9.1. Anyone who drives the vehicle who is not named on page 1 of the Rental Agreement;

8.9.2. Anyone driving the vehicle who does not have a valid full license, even if named on the rental agreement;

8.9.3. Anyone driving the vehicle on a restricted license who has not taken out our Restricted Cover, even if named on the rental agreement;

8.9.4. Anyone driving the vehicle is under the influence of any intoxicating substance, drug or alcohol;

8.9.5. The vehicle being used in an unsafe or damaged condition, and the person driving the vehicle was or should have been aware of this;

8.9.6. You or anyone else driving the vehicle in any race, speed test, rally, hill climbing or contest;

8.9.7. You or anyone else driving the vehicle causing any loss or damage by committing any intentional or reckless act or omission, including a reckless or intentional serious traffic offence;

8.9.8. You or anyone else driving the vehicle on any beach, riverbed, or private road;

8.9.9. Damage caused due to unlawful driving

8.9.10. A driver who receives a charge of reckless or dangerous driving by the New Zealand Police during the hire

8.9.11. Damage caused when these terms and conditions are breached

8.9.12. Damage caused due to negligence or wilful conduct

8.9.13. Damage caused due to the use of incorrect or contaminated fuel

8.9.14. Damage caused due to using the vehicle in contravention of any legislation or regulation

8.9.15. Damage caused to or loss of hired accessories. This includes the vehicle's keys (unless Lost Key Cover is included in your selected cover option as outlined in clause 8.5)

8.9.16. Damage caused by Vehicle rollover

8.9.17. Damage caused to the vehicle's underbody

8.9.18. Damage caused to the vehicle's overbody

8.9.19. Any loss of, or damage to any property stolen from the vehicle or otherwise lost or damaged during the rental.

8.9.20. Damage caused to the vehicle's tyres or windscreen (unless your selected cover option includes it, as outlined in clause 8.5)

8.9.21. Towing recovery costs related to an accident (unless your selected cover option includes Towing recovery costs as outlined in clause 8.5).

Other Insurance Terms

8.10. If a claim is made during the hire, your selected cover must be renewed for the remainder of the period. Snap reserves the right to determine whether Simply Better Cover can be reinstated for the remainder of the rental period.

8.11. All damage must be reported within 24 hours for any offer cover options to apply

8.12. In the event of an accident involved the hirer or any additional driver, we are under no obligation to provide a replacement vehicle. The unused portion of the hire is not subject to refund

8.13. The hirer is liable for towing recovery charges related to accidents regardless of who is at fault for the accident, unless Simply Better Cover is taken as per clause 8.5.1. However if the hirer has breached any terms of this agreement the towing recovery charge cover provided by the Simply Better Cover option will become void, and the hirer will be liable for these damages.

8.14. No cover option provides cover for a replacement vehicle required due to accidental damage or loss.

9. Mechanical Faults

9.1. The hirer shall take all reasonable care to ensure that the vehicle is properly maintained during the hire period. This shall include daily checks of the oil, water and battery.

9.2. The vehicle is covered by 24 hour, 7 days, road-side assistance at the cost of the hirer, unless the call out is due to a mechanical fault which is not due to customer negligence, e.g. flat battery due to leaving the lights on. If the hirer has chosen Simply Better Cover, then the cost of the roadside assistance is included even at your own fault, to a maximum of two call outs per type of event, e.g. if you leave the lights on and drain the battery more than twice, any further call outs for the same issue will be at your own expense.

9.3. If the vehicle has any mechanical failures during the hire these issues must be reported to Snap Rentals as soon as possible in order to give Snap Rentals the opportunity to rectify the issues during the rental.

9.4. The hirer is not entitled to any refund unless Snap Rentals has been advised of the issue, and has been given the opportunity to rectify the situation.

9.5. A refund can be requested from Snap Rentals if a breakdown has directly caused a delay in travel in one location of 48 hours or more.

9.6. Snap Rentals is not liable for any delay in repair caused by a breakdown occurring on a weekend or public holiday.

10. Refunds

10.1. Any potential refund for a breakdown of the vehicle is limited to the daily rental rate of the vehicle for each day.

10.2. For the avoidance of doubt, Snap Rentals is not liable for any costs the hirer incurs due to the breakdown, including but not limited to substitute rental vehicle, accommodation costs, missed attractions and any other costs associated due to the breakdown unless otherwise stated in these terms and conditions.
If any costs are agreed by Snap Rentals to be reimbursed to the customer, these must be pre-approved by Snap Rentals to ensure any refund will be processed.

10.3. Snap Rentals does not accept any liability for currency exchange rate fluctuations.

10.4. Refunds will be processed within up to 25 working days from the date they are approved by Snap Rentals.

Bank Transfers

10.5. Refunds will always be attempted to be processed to the main hirer's credit card provided at the time of hire. If attempts to refund via this method are unsuccessful, the refund will be processed via bank transfer

10.6. If after our attempts to make contact to receive bank account details are ignored, then after 30 days, we may no longer process the refund

10.7. If an international bank transfer is required for a refund request, a $12.00 processing charge will be deducted from the refund amount to be transferred where:

10.7.1. The refund relates to a change of mind by the hirer/the hirer has changed their original booking;

10.7.2. The refund is not related to an error or breach of these terms by Snap Rentals.

11. Amendments

11.1. If an amendment is made to the hire dates within 3 days prior to collection or during the hire, no refund will be made if the length of the hire is decreased (that is, the rental will be charged at the number of days originally booked).

11.2. If your booking is amended due to travel disruptions caused by weather or other unforeseen events, and you choose to hold your booking by notifying us, no refund will be issued for any unused days at the start of your hire, as the vehicle has been reserved for your use during that period.

11.3. If the hirer wishes to extend the rental whilst on hire, they must first obtain authorisation from Snap Rentals.

11.4. Any extension is subject to fleet availability and Snap Rentals will advise of the additional cost.

11.5. Failure to obtain authorisation (i.e. a late return) will result in the hirer being charged the daily rate plus an additional NZ$200 for each day.

11.6. Extensions must be approved and paid for before the end of your original rental contract. If you do not return the car on

time or pay for the extension before the end of the original rental agreement, we will report the vehicle as stolen to the police in addition to charging you as stipulated on Clause 11.5.

11.7. If the hirer wishes to change the pick up or drop off location after confirmation of the booking, or during the hire period, authorisation from Snap Rentals must be obtained.

11.8. Subject to the change being approved, an additional charge of NZ$1500 may apply.

11.9. If the vehicle is returned early for any reason, there is no refund available for the unused portion of the hire.

12. Fuel

12.1. All vehicles are supplied with a full tank of fuel and accordingly, all vehicles must be returned with a full tank of fuel.

12.2. If the vehicle is returned without a full tank of fuel, the hirer is liable for the cost of the fuel, plus a fuel filling fee of NZ$25.00.

13. Infringement Offences

13.1. You will be liable for the following infringement charges committed during the hire

13.1.1. a speeding offence,

13.1.2. a toll,

13.1.3. an offence for not keeping to a traffic signal direction, detected by vehicle surveillance equipment, including bus lane offences

13.1.4. an offence for parking on a road that breaches any bylaw or road controlling authority

13.1.5. any parking tickets, whether issued by the respective body, including but not limited to Council, Police or private company

13.1.6. an offence against Part 6 of the Land Transport (Road User) Rule 2004, or

13.1.7. an offence under section 20(1) of the Freedom Camping Act 2001.

13.2. If you commit an infringement offence, you must pay any infringement fee and any further costs due.

13.3. After receiving an infringement notice, if we are able to, we will transfer liability for the offence from us as the registered owner of the vehicle to you as the driver, providing the relevant infringement authority with your name, address, date of birth, and driver licence number. We will charge an administration fee of up to $50.00 per infringement.

13.4. If we are unable to transfer liability (e.g. if the infringement doesn't allow liability to be transferred, or if we do not hold all information necessary to transfer liability), the credit/debit card held on file will be charged for the amount of the infringement fee plus a $50.00 administration fee.

13.5. You have the right to challenge, complain about, query or object to the alleged offence to the relevant issuing infringement authority. If you are successful at having the infringement reversed, any administration fee that we have charged in relation to your infringement is not able to be refunded as the chargeable administration work has already been completed.

Outstanding Charges and Debt Collection

13.6. If, as at the completion date of your rental agreement, any costs associated with your rental have not been paid, or subsequent to this completion date, you become liable for additional costs in relation to your rental agreement, we reserve the right to refer your account to a debt collection agency.

13.7. In these circumstances, and solely at our discretion, you may become liable for all costs incurred by us in relation to the collection of this debt (including but not limited to internal administration fees, legal fees, collection agency fees, and bank fees).

Your Rights

13.8. You are entitled to:

13.8.1. challenge or complain about the alleged offence to the enforcement authority that sent the infringement notice, and

13.8.2. seek a court hearing, either within 56 days from the date the infringement notice was given, or 28 days from the date the reminder notice was given.

14. Other Extra Fees and Charges

14.1. Cleaning Fee: If the vehicle is not returned in a tidy condition, a fee of $200.00 will apply

14.2. Smoking Fee: If we believe any person has smoked or vaped inside and/or around the vehicle, a fee of $250.00 will apply.

14.3. Pet Fee: If we believe pets have been in the vehicle, a $200.00 cleaning fee will apply.

14.4. Postage Admin Fee: $25.00

14.5. Call-out Fee: If Basic Cover or Limited Cover is selected and roadside assistance is required, the hire will be liable for the roadside assistance provider's call-out fee where the call out is due to driver error. This includes, but is not limited to: flat battery due to driver error (e.g. lights left on, door left open etc); customer has run out of petrol; hybrid vehicle left on ACC (accessory) mode; anything else related to driver error, accidents etc. If assistance is required purely due to mechanical breakdown, the call-out fee will be covered by us.

14.6. If the vehicle is returned in an excessively dirty condition and damage is discovered after cleaning that was not visible during the initial return inspection, we reserve the right to

charge you for that damage if we reasonably believe it occurred during your hire. Pre-hire photos will be reviewed to assist in this assessment.

14.7. Towing Charges: As outlined in Clause 3.7.12.

14.8. If you leave your vehicle in an unauthorised location such as the airport car parking area and we are required to collect it, you will be charged the cost of recovery plus a $25 administration charge for our time.

14.9. After Hours: If your payment has not been made before the time the vehicle is due to be moved to our offsite after-hours provider, we will be unable to move the vehicle and you will need to collect it from our branch when we open.

14.9.1. If you use the after-hours service without prior arrangement, you will be subject to the after-hours fee payable of $50;

14.9.2. If you do not arrive at the branch before our closing time and your vehicle has been prepaid, we will move this to our after-hours provider for you if a flight number has been added to your booking, and you will be subject to the after-hours fee payable of $50;

14.9.3. If your booking is made within 30 minutes of the branch closing time, we do not guarantee that the vehicle will be available that day.

15. Other

15.1. Snap Rentals reserves the right to amend these terms and conditions, vehicle specifications and tariffs at any time without prior notice. Snap Rentals reserves the right to refuse any rental at its own discretion.

15.2. The Hirer agrees that Snap Rentals shall have the right to refuse any rental and/ or terminate the hire and take immediate possession of the Vehicle, without notification to the Hirer, if:

15.2.1. The Hirer fails to comply with any of the material terms and conditions of this Agreement,

15.2.2. The Hirer has obtained the Vehicle through fraud or misrepresentation;

15.2.3. If the Vehicle is damaged; or

15.2.4. In the reasonable opinion of Snap Rentals and/or the NZ Police, the Authorised Driver(s) do not have sufficient skill or experience to operate the Vehicle in a safe manner, or the safety of the passengers or the Vehicle is at risk.

15.3. In such event the Hirer will:

15.3.1. not be entitled to a refund of part of the rental charges; and

15.3.2. be responsible for the payment of any towing costs to return the Vehicle to the Return Location plus a fee to cover the reasonable costs of Snap Rentals in arranging the return of the Vehicle. This includes the extension of the hire if the vehicle cannot be recovered to a Snap Rentals depot by the completion of the hire.